

Cedar Rapids

AFSCME #620 (Mixed)

7/1/2006 6/30/2007

Agreement

between

City of Cedar Rapids

and

American Federation of State, County

and Municipal Employees, AFL-CIO

(AFSCME)

Local No. 620

July 1, 2006 – June 30, 2007

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Article 1 - Preamble

This Agreement entered into by the City of Cedar Rapids, hereinafter referred to as "Employer," and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment in accordance with the Public Employment Relations Act of the State of Iowa.

Article 2 – Recognition

2.1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for the following unit, consisting of all employees of the Employer in the following departments. **Included:** Animal Control; Community Development; Engineering; Forestry; 5 Seasons Transportation and Parking; Parks; Public Works Building; Recreation; Riverfront; Solid Waste and Recycling; Streets; Traffic Engineering; Veterans Commission; Water; and Water Pollution Control. **Excluded:** Professional employees, confidential employees, supervisors, clerical and secretarial employees, all persons excluded by Section 4 of the Iowa Public Employee Relations Act, and all other City employees. A list of the job classifications which are included in this unit is attached as Exhibit A.

2.1.a. **Gender:** Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to employees are intended to and apply to employees of both genders.

2.2. The Union recognizes the employees' responsibility to cooperate with the Employer to assure maximum service at a minimum cost to the public.

2.3. The employer has, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

2.4.a. **Full-time Regular Employee:** One who is appointed by a Department Director and approved by the City Manager to a position expected to operate on a normal work schedule.

2.4.b. **Part-time Regular Employee:** One who is appointed by a Department Director and approved by the City Manager to a position expected to operate on less than a normal work schedule.

Article 3 – Checkoff

3.1. The Employer agrees to deduct the Union membership initiation fee, assessment and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the 12th of each month, after such deductions are made.

3.2. Such authorization shall be terminable with written notice to the Employer and Union either during the last two (2) weeks of the last year of each Contract or within a two (2) week period following the anniversary date of the Employees' authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employees' notice to terminate dues deduction. Such authorization shall automatically be cancelled upon termination of employment.

3.3. The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union, or any other action under the provisions of this Article 3.

Article 4 – Reserved

Article 5 – Stewards

5.1. The Employer recognizes the right of the Union to designate a reasonable number of Stewards and alternates from the Employer's seniority list. The Union shall notify the Collective Bargaining Representative of the City, in writing, of the names of all Stewards and alternates from the Employer's Seniority List by January 1 of each year. The Union shall promptly notify the Employer of any changes thereto in writing.

5.2. A Steward may contact another employee in his department or in another department regarding a grievance during a shift if he secures the permission of his immediate supervisor. He may not leave his job assignment or cause another employee to leave his job assignment unless he has such approval. If the grievance involves an employee in another department, it should be referred to the Steward in that department or the Steward must secure prior approval from the Department Director of that department before talking to the individual involved during working hours.

Article 6 – Delegates and Committees

6.1. No employee shall be discharged by the Employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union Committee, the Union shall give the employer at least seven (7) days notice prior to such employee being absent for such purpose. However, if the Union member is not advised seven days prior to a special meeting, the Employer will

consider such request in view of the hardship the shorter notice could cause the Employer in performing work already scheduled for the employee. Not more than one (1) delegate will be selected from a department and not more than three (3) employees may serve as delegates or committee members at one time without written permission from the Employer. However, if the Union should request additional employees to be given a leave of absence for such purpose, permission will be granted if such absence will not interfere with the normal operations of the department. The Employer agrees with the foregoing provided such employee while on leave does not engage in organizing activity involving any of the Employer's employees. Such leave shall not exceed one (1) month.

6.2. Members of the Union Contract Negotiating Committee or Grievance Committee shall be granted leave from duty for all joint meetings between the Employer and the Union concerning negotiations of the terms of a contract, or grievance meetings when such meetings take place at a time during which such members are scheduled to be on duty. Each such member shall give at least twenty-four (24) hours notice of such meeting to his Department Director.

6.3. The Employer shall pay a maximum of four (4) regular Union Contract Committee Members, or their alternates who act in their place, for time spent at not more than five (5) contract negotiation meetings during a contract year when they would otherwise be working.

6.4. Time spent in Grievance Committee Meetings during normal working hours will be paid.

Article 7 – Departmental Rules

7.1. All departmental rules shall be uniformly applied and equally enforced. Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employee's right to file a grievance protesting the degree of discipline for violation of such rules. Any change in existing departmental rules or new departmental rules to be established shall be posted ten (10) days prior to the effective date with a copy to the Union President upon posting. Departmental rules shall be posted on official bulletin boards and a copy given to each employee upon request.

Article 8 – Discharge or Suspension

8.1.a. The Employer agrees that it will not discharge or suspend any employee except for just cause. Also that in the imposing of discipline or discharge that in most cases, except for serious cases justifying varying penalties, Employer agrees that it will issue prior warnings and administer corrective (*progressive*) discipline before discharge; such as oral reprimands, a written reprimand, suspension (*notice to be given in writing*), or discharge. The Employer will furnish the Union through its departmental Steward a copy of all written notices. A Steward will be notified of the discipline of an employee, and if the employee so desires, may be present at the time of the discipline.

8.1.b. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

8.2.a. Oral or written notices shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. A suspension notice shall not remain in effect for more than two (2) years.

8.2.b. A copy of notes regarding oral warnings and a copy of written warnings to be placed in the personnel file of the employee will be given to the employee involved. The employee shall initial the note when presented, which initial or signature is an indication of receipt of such copy only and not his approval of the warning.

8.3. Personnel holding civil service rights as provided by statute shall have their complaint in regard to demotion, suspension or discharge handled in accordance with such Act, or may choose to file under the grievance procedure herein, but not both.

8.4. Any employee may make a written request for hearing as to his suspension or discharge within five (5) days, excluding Saturdays, Sundays, and holidays, from the date of such suspension or discharge. Should an investigation prove an injustice has been done, the employee shall be reinstated and compensated at his regular rate of pay for the period he was out of work.

8.5. Upon receipt of a written request for investigation and hearing, a meeting of the Grievance Committee shall be called for a hearing within ten (10) days. The final decision of the Employer shall be given within fifteen (15) days from date of discharge or suspension. Saturdays, Sundays, and holidays should not be counted in determining the prescribed periods for holding a hearing and the Employer's final decision. By mutual agreement, the Union and the Employer may for good cause extend the time period specified for conducting the hearing.

8.6. If no satisfactory settlement is reached as a result of the hearing by the Grievance Committee, either party may request arbitration under the same rules of procedure shown in Article 9.4, Step III.

Article 9 – Grievance Procedure

9.1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within five (5) working days of alleged infraction or when employee should have knowledge thereof.

9.2.a. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly as shown in this article.

9.2.b. Suspensions, demotions, or discharge cases involving employees covered under the Civil Service statute may be processed in accordance with that statute.

9.3. The following provisions are agreed upon in relation to the grievance procedure:

9.3.a. The rights of individuals set forth in this grievance procedure are agreed upon in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance. However, an employee desiring a Steward shall notify his supervisor who will promptly arrange a meeting (*when the Steward and employee are in the same department*) or on the telephone (*when the Steward and the employee are NOT in the same department*) during normal work hours.

9.3.b. Failure on the part of Union or an employee to make a timely filing or appeal under this article, except for good cause, shall constitute a waiver of the grievance. Failure of the Employer to make a timely filing or answer under this article, except for good cause, shall constitute a settlement of the grievance in accordance with the requested remedy. However, in no case shall such a settlement establish a precedent or be used in any way by any party in any future proceedings.

9.3.c. Saturdays, Sundays, or holidays shall not be counted in determining the number of days in any interval mentioned in this article.

9.3.d. Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at Step II of this procedure.

9.4. A grievance coming within the terms of this Agreement shall be promptly handled in the manner described below. However, nothing in this article is meant to prohibit an employee and his Steward from informally discussing a possible grievance with the supervisor prior to filing a formal written grievance.

Step 1 The Steward and the employee, if he desires to be present, shall present the grievance in writing during a meeting to the Department Director or his/her designee within five (5) working days of the alleged infraction or when the employee should have had knowledge thereof. The Department Director shall respond to the Union Steward in writing within five (5) working days from receipt of the written grievance.

Step 2 If the grievance remains unsettled, it shall be referred to the Chief Steward who, if not satisfied, shall notify the Collective Bargaining Representative, in writing, within ten (10) working days that he desires to appeal the grievance to the joint Grievance Committee for settlement. The meeting of the joint Grievance Committee shall be held within ten (10) working days to discuss a discharge grievance. All other grievances will be discussed at the regularly scheduled grievance meeting. The Collective Bargaining Representative within five (5) working days shall notify the Chief Steward in writing of the Employer's decision on the grievance.

Step 3A If the grievance is still unresolved after the Step 2 answer, the parties may attempt to resolve disputes through grievance mediation whenever feasible and mutually agreeable. The parties may extend the Step 3 timelines by mutual agreement.

- Step 3B* a. If the grievance is still unsettled, the grievance is eligible for arbitration if the union gives the City's Collective Bargaining Representative written notice of intent to arbitrate within sixty (60) calendar days of the Step 2 answer.

The parties agree to establish a permanent panel of six (6) arbitrators to conduct grievance arbitrations for the parties during the term of this Agreement. The panel shall be selected by mutual agreement. The six (6) members of the panel will be listed in alphabetical order (see Exhibit C). Grievances will be assigned to members of the permanent panel in alphabetical rotation. The grievance will be assigned to the next member of the permanent panel. The assigned arbitrator will be contacted to set a date for the arbitration hearing.

Either party may, after an arbitrator has issued at least three (3) decisions, unilaterally remove the arbitrator from the permanent panel by giving written notice to the other party.

The parties will make every effort to fill vacancies within thirty (30) calendar days. Vacancies will be filled by mutual agreement or, either party may request a list of five arbitrators from the Public Employment Relations Board. A copy of the panel request will be provided to the other party. Each party has the right to reject one list. Each party shall have the right to strike two names from the list. The choice for first strike will be determined by coin toss.

b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

c. Expenses for the arbitral service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of such proceedings, it may cause such a record to be made, provided it pays for the record.

d. The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any Agreements made supplementary thereto.

9.5. Joint Grievance Committee meetings between the City and the Union shall be held at 2:30 p.m. on the second Thursday of each month with the following exceptions:

9.5.a. When the Chief Steward gives the Collective Bargaining Representative notice of his desire to appeal a grievance to the Joint Grievance Committee the Collective Bargaining Representative will set a meeting to comply with time limits of 9.4. The Collective Bargaining Representative will then notify the Union Grievance Committee and their respective department directors by phone at least forty-eight (48) hours in advance of a special meeting of the Joint

Grievance Committee. Such meeting shall be at 2:30 p.m. or other time mutually agreed upon between the Collective Bargaining Representative and the Chief Steward.

9.5.b. Either party may, for good reason, request the meeting be held on another date or to forego the meeting until the next regular meeting date, with the understanding that both parties would thereby waive any restriction in time for appealing any particular grievance or holding such meeting.

At such meeting, grievances shall be discussed in Step 2. Also at such meetings, any topic of interest to the employees or employer, which would serve a constructive purpose so as to eliminate or prevent grievances or is a matter of health or safety of employees, may be brought up for discussion. Notice of such subjects shall be exchanged prior to the meeting.

The number of employees participating in such meetings shall be restricted to five without loss of pay.

Article 10A – Seniority

10A.1.a. City seniority means an employee's length of continuous service with the Employer since his last date of hire. This seniority shall be used for determining vacations and longevity. Departmental seniority shall mean an employee's length of continuous service in the department as a bargaining unit employee. New employees shall be added to the seniority list sixty-five (65) working days for classifications 24 and under and one hundred and thirty (130) working days for classifications 25 and up after their date of hire. The Employer shall post a complete departmental seniority list on January 1 and July 1 of each year. A copy of such seniority list shall be given to the Union upon request. A City seniority list covering employees in this bargaining unit shall be posted by the Employer on July 1 of each year and a copy given to the Union. The Union may bring their list up to date periodically by checking with the Human Resources Office for changes.

10A.1.b. Departmental seniority will be based on the employees' order of appointment according to Article 10A.3 b. 2 through 5. Any conflicts not resolved in 10A.3 b. 4 shall be resolved in favor of employees with the greatest City seniority. *(For employees on layoff, see also 10B 9.)*

10A.1.c. Where two (2) or more employees are hired on the same day, conflicts in seniority will be resolved according to the alphabetical sequence of the particular employee's surnames. In the event of identical surnames, the lowest social security number will prevail.

10A.1.d. A report of new hires and separations will be made available within the week following the last pay period of each fiscal quarter at the Human Resources Office.

10A.2.a. All original appointments of new regular employees shall be probationary and subject to a probationary period of sixty-five (65) working days for all employees Grade 24 and under and one hundred and thirty (130) working days for employees Grade 25 and up covered by this Agreement. At any time during such probationary period, the Employer may release such employee for any reason. However, at the end of such probationary period, such employee shall

be classed as a regular employee with established seniority, which shall date from the date of appointment to or employment in any position for which they were originally appointed.

10A.2.b. It is understood that certain positions covered by this Agreement are subject to Civil Service rules and regulations which shall be followed. However, employees holding such Civil Service positions shall be subject to and have all the rights under this Agreement not in conflict with the Civil Service statutory sections.

10A.3.a.1) Temporary vacancies in a job required to be operated, other than entry level jobs, in a department at the beginning of a shift during a work week, shall be filled within the departmental unit and shift during the period of vacancy by an assigned employee on the basis of departmental seniority. If all employees refuse, the youngest employee in departmental seniority within the unit shall be transferred to the job. Temporary vacancies shall not exceed thirty (30) days in duration. If at any time such a job is anticipated to be operated beyond a thirty (30) day period, it shall be posted for bid on a temporary basis, subject to the return of the assigned employee. It is understood the employees so assigned shall be placed at a rate of such higher classification, which will reflect the lowest increase of such employee's present (*regular*) classification and rate. An employee who fills a temporary vacancy in a higher grade classification will be placed at the same rate level in that classification as he/she occupies in his/her normal job classification (*Entry, Rate 2, Rate 3 or Rate 4*).

10A.3.a.2) For purposes of the above paragraph, the term "department unit" within the following six (6) departments of Employer shall be as follows:

Engineering Department

1. Sewer Maintenance
2. Survey/Inspections

Streets Department

1. Shop
2. All Others

Traffic Engineering Department

1. Signing & Pavement Marking
2. Traffic Signals

Transportation and Parking

1. Parking Meters
2. Parking System

Water Department

1. Construction
2. Meter Reading
3. Meter Service
4. Plant Maintenance
5. Plant Operations
6. Service Garage

Water Pollution Control Department

1. Laboratory
2. Maintenance
3. Operations

10A.3.b.1) Vacancies, or new jobs will be posted for five (5) full working days (excluding Saturdays, Sundays, and holidays) on the department bulletin board and on the city bulletin board. Employees in the following job classifications, Water Plant Operator, Water Pollution Control Process Operator and Animal Control Officers are given the opportunity to move, on a seniority basis, to the open position on a different work schedule (11.2.e.) than the one currently held, prior to such job being posted.

Job postings will show the labor grade, the hourly rates, the shift, workdays, hours, and the location of the vacancy to be filled.

Individuals off on vacation or off sick, upon returning to work, may request that their names be entered on a bid that was posted during their absence, provided such request is made during the time the successful bidder is still in his trial period. An individual going on vacation or who is off sick may request that his name be entered on a bid for any job that may be posted during his absence if he makes such request before the bid comes down and makes such request to a department Steward who shall then be authorized to enter his name on the bid.

10A.3.b.2) The Employer will first select from the employees signing the postings (subject to paragraph 5 below) the employee with the greatest departmental seniority, in the department with the vacancy for the trial period as specified in Article 10A 4.

10A.3.b.3) If the vacancy is not filled from within the department, then the Employer shall select, from the employees signing the postings, the employee (subject to paragraph 5 below) with the greatest City seniority for the trial period as specified in Article 10A 4.

10A.3.b.4) If the vacancy is not filled from within the department or from within the bargaining unit, the Employer may then select from those applying from outside the bargaining unit.

10A.3.b.5) To be entitled to be selected, the employee must have the basic qualifications for the job as established by the employer. This determination of qualifications by the employer shall not be unreasonable, capricious, arbitrary, or made in bad faith.

10A.3.b.6) The Employer shall individually notify all unsuccessful bidders, or, in lieu of individual notification, shall post the name of the successful bidder in the departments of the employees who bid. The only remedy to a grievance on this section (10A.3 b.6) is that the Employer provides proper notice to the employee.

10A.4 An employee bidding a job and being the successful bidder, who has or is able to obtain the necessary credentials (*commercial drivers license, etc.*) for entry into a position, shall be given a maximum trial period of thirty (30) working days, unless an individual extension is agreed to by the parties in writing. If during such period or at the end of such thirty (30) working day trial period the employee is not qualified for the job, or decides not to retain the job, he shall be returned to his previous job without loss of seniority. His overtime hours will be equal to the hours in his account when he left the old classification plus the hours worked and/or turned down during this trial period, by the employee directly behind him on the overtime list. An employee displaced by such transfer back shall also return to his former job. Successful bidders in Water Pollution Control for Process Operators and Electronics Technician will be allowed a thirty (30) calendar day training period before the thirty (30) working day trial period begins. Lead Water Plant Operators will be allowed one-hundred and twenty (120) working day trial period.

10A.5.a. An employee bidding a higher rated job and being the successful bidder shall have no right to bid on another job for thirty (30) days except for medical reasons supported by a doctor's statement or to bid to a higher rated job, or to go from a night job to a day job or vice versa.

10A.5.b. An employee being the successful bidder into a job classification lower than his current pay grade shall receive a rate of pay equal to the lowest paid man in that classification in that department; however, if no other man is in that classification, the bidder shall receive the entry rate. An employee who successfully bids back into a lower classification that he previously held for at least three (3) years, shall receive the rate of pay which he would have had if he had continued in that former position.

10A.5.c. An employee being the successful bidder into a job classification in the same grade as his current job shall receive the same rate as on his current job.

10A.5.d. An employee being the successful bidder into a job classification higher than his current pay grade shall receive a rate of pay of such higher classification which will reflect the lowest increase of such employee's present pay rate. However, employees who bid within their own department into a job classification that they have periodically been upgraded to will receive a rate of pay that is equal to the same Rate level as the pay Grade they just bid out of.

10A.5.e. An employee who bids back to the same classification he had held within a twelve (12) month period, shall receive the pay which he would have had if he had continued in that former position.

10A.6. The City will inform the Union of its intent to hire employees under any program involving federal or state funds, such as the JTPA program. Meetings held in order to comply with federal or state guidelines will not result in loss of pay for the Union President.

10A.7. When the Employer decides to make an organizational change that may result in employee positions being moved inter or intra department, the Union will be given at least thirty (30) days written notice. The Employer will provide the Union with information it requests regarding the change and with the opportunity to discuss the meshing of the affected employees' seniority. Job postings and bidding rights will be according to the contract.

10A.8. If an employee is selected by the Employer for a position outside the bargaining unit, such employee shall be granted a six (6) month period to either return to his former job or forfeit all accumulated seniority rights in the bargaining unit.

Article 10B – Layoff

10B.1. In the event it becomes necessary to reduce the work force in a department, employees with the least seniority in the department shall be laid off first if the remaining employees can qualify to do the work. If unable to remain in their department, they shall have the right, if qualified to do the work, to replace the youngest employee in another department in the bargaining group, if they have more City seniority, and shall receive the rate of pay of such replaced employee. If there are vacancies present anywhere in the bargaining unit as stated in Section 10A.3.b., such employees shall have the right to bid, using their City seniority for such bidding. Any employee who would otherwise be subject to layoff, who has the necessary qualifications and credentials (*commercial driver's license with appropriate endorsements, etc.*) for entry into any of the foregoing positions, will be afforded the normal job posting trial period to prove his ability to do the work.

10B.2. Except in emergency situations, the Employer shall give ten (10) days notice to employees whose jobs are being curtailed. Such employees shall notify their Department Director within two (2) working days of such notice if they desire to exercise their bumping rights, and if he/she does not do so shall forfeit such rights so that the employee who is finally without a job shall have as much notice as is possible. An employee subject to layoff, as stated above, shall have the option to accept the layoff or bump into another department.

10B.3. It is understood that temporary and seasonal employees in the bargaining unit in a department shall be laid off prior to any regular employee being laid off, if regular employees are eligible and available to fill such positions. Part-time employees on bargaining unit jobs are subject to lay-off according to department seniority if full-time employees are eligible and available to fill such positions.

10B.4. An employee on layoff or who has bumped shall have full bidding rights as though still in the department as provided in Article 10A, subject to the following: An employee shall have first preference to return to the position in his original department from which the employee was displaced.

10B.5. Employees laid off shall retain their original department seniority whether they have replaced another employee in another department or have been laid off from the unit. An employee who has been laid off from a department, if he is working in another department of the bargaining unit, shall have the right to use his department seniority to return to his original department, to fill a vacancy, even though other employees working in the bargaining unit have

more city seniority. If several employees are returned at the same time and vacancies are open in a department in which one of such employees formerly worked, such employee shall have the right to return to his original department even though others returned at the same time might have more City seniority. Recall rights cease after two years from the date of lay-off.

10B.6. It is understood that temporary and seasonal employees within the bargaining unit are subject to being displaced by any regular employee who is subject to layoff, and who is eligible to fill such position; the employee so bumping shall then receive the pay and status of the employee he/she replaces except that the employee shall retain bidding rights per Section 10B.4. and seniority rights per Section 10B.5. and may file grievances per Article 8 and 9.

10B.7. Employees on layoff status shall retain and accrue their seniority while they are laid off. Upon return to work, a laid off employee will be entitled to a proportionate vacation for the following year and proportionate longevity pay on the next payment date; getting credit for all months in which the employee worked more than ten (10) days. His previous insurance coverage will be reinstated without a waiting period subject to the usual carrier restriction.

10B.8. No new employee shall be employed for any position or vacancy in the bargaining unit when there are employees on layoff, unless none of the employees on layoff bid and qualify for the position or vacancy.

10B.9. An employee on layoff who has completed a trial period in a second department, may request that second department be made the original department by signing a written request form in the Human Resources Department. The employee must currently be working in the department that is requested as the original department and all department seniority in the previous original department is relinquished. It is the individual employee's responsibility to request a change in original department.

Should an employee be the successful bidder on a job, the department that job is in shall become the employee's original department after completion of the trial period, except if an employee bids while on layoff without work. An employee that passes up an opportunity to bid back into their original department shall lose departmental seniority in the original department.

Article 11 – Workweek and Overtime

11.1. This Article is intended only to provide a basis for calculating overtime and establishing normal work schedules and shall not be construed as a guarantee of hours of work per day, per week, per month or per year. However, the regular scheduled hours in a workweek will not be reduced for the purpose of avoiding overtime; however, any hours to be worked in excess of sixteen (16) continuous hours must be mutually agreed upon by both the employee and his supervisor.

11.2. Hours of work.

11.2.a. *Regular Hours* – The regular hours of work each day shall be consecutive, except for seasonal employees and interruptions for lunch periods.

11.2.b. *Workweek* – The workweek for other than part-time, temporary or seasonal employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for: certain jobs identified in Exhibit B; Recreation Department employees during the winter seasons, flooding ice skating rinks; and employees in continuous operations discussed elsewhere.

11.2.c. *Workday* – Eight (8) consecutive hours work within the twenty-four (24) hour period beginning at each department's regular starting time, excluding lunch periods, shall constitute a workday except for Recreation Department employees discussed above and continuous operations employees who have a paid lunch period and employees employed on a work basis of less than eight (8) hours a day.

11.2.d. *Work Shift* – All employees shall be scheduled to work on a regular work shift, and each work shift shall be a regular starting and quitting time.

11.2.e. *Work Schedule* – Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

11.2.f. *Establishing a New Shift* – If it becomes necessary within a department to establish a new shift, the Employer shall first seek volunteers based on seniority for the new shift; and if not enough employees volunteer, the youngest in departmental seniority of qualified employees will be assigned. Except for emergency, five (5) days' notice will be given before a new shift takes effect. The City will provide the Union President with written notice of the names, job titles, and new schedules of affected employees when the new shift takes effect.

11.2.g. *Change in Schedule* – In the event the Employer anticipates a change in the schedule of a shift so that it will be different from what is provided in the foregoing section, the Employer must first notify the Union President and the Steward involved and explain the reason for such change. Thereafter, the Employer must post the revised schedule for not less than ten (10) days prior to its effective date.

11.2.h. *Continuous Operations* – Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is a regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall remain as presently scheduled so long as employees covered by such a schedule are in compliance with state and federal licensing and certification requirements for each of those shifts.

11.3.a. All employees shall be paid for all time worked in the employment of the Employer. Employees shall be paid at the rate of time and one-half their basic hourly rate for hours actually worked in excess of eight (8) hours per day or forty hours in any work week except for seasonal parks and recreational employees and Solid Waste and Recycling Department employees. There will be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. However, Solid Waste and Recycling employees' incentive and overtime plans will continue in all respects as in the past. Solid Waste

and Recycling employees will not be allowed to clock out from work until 2:00 PM. Any granted paid leave such as sick leave, funeral leave, vacation, etc., and holiday hours worked and holiday hours not worked shall be considered as time worked for purposes of computing overtime. All overtime shall be computed to the nearest one-tenth (1/10th) hour. When a holiday, for which an employee is entitled to holiday pay (*whether worked or not worked*) occurs on the last day in a workweek of an employee, such holiday shall be considered as time worked in the same manner as though it had occurred earlier in that workweek, resulting in any hours worked in such workweek beyond 32 hours prior to such holiday to be considered as overtime hours.

11.3.b. However, employees may, at their option, choose to receive compensatory time, at the rate of time and one half, for overtime earned in any pay period if the Department Director approves that option. If the employee does not elect compensatory time then all overtime shall be paid in cash. Employees may accumulate up to eighty (80) hours of compensatory time. Upon reaching eighty (80) hours of compensatory time all additional overtime shall be paid in cash. Compensatory time shall be recorded by the Employer and reported to the employee in writing at the end of each pay period. Compensatory time off shall be arranged in advance between the employee and his/her immediate supervisor. Upon separation from employment, the employee shall be paid for any unused earned compensatory time at their rate of pay upon separation. However, when the City of Cedar Rapids is reimbursed by a third party (*except for projects designated by Federal/State government*), employees may be required to take cash rather than comp time for hours worked. The Employer may elect to pay off all or a portion of comp time balances in June each year with the employee's approval. Any employee who transfers between City Departments within the AFSCME bargaining unit shall have their compensatory time credits transferred to the new department without loss to the employee.

11.4. For pay purposes, the workweek of the employee runs from midnight Friday of one week to midnight Friday of the following week except for WPC Process Operators whose workweek begins at 11:00 p.m. on Friday instead of midnight. Also for pay purposes, holidays begin at 12:00 midnight and end twenty-four (24) hours later except WPC Process Operator holidays begin one hour earlier at 11:00 p.m.

11.5.a. Overtime other than initial snow removal and other emergency responses will be equalized as nearly as possible among employees holding like job classifications within each department. Overtime must be approved in advance by the employee's immediate supervisor. In assigning overtime, the person with the necessary qualifications and abilities and with the least number of overtime hours will be offered the work first. However, an employee who has been working on a specific job may be assigned overtime beyond his normal workday or to be called in special regardless of overtime hours.

An official record of overtime hours worked or turned down by each employee will be maintained daily in each department. The Steward shall have the right of access to such record. Overtime shall be accumulated from year to year. When an employee refuses to work overtime when less than one-hour notice is given prior to the end of the work shift, it shall not be counted as "turn down." Employees will not be charged with overtime hours not worked if the employer does not reach them. In the Street Department, no reaches and non-responses will be counted as turndowns.

An overtime record for a newly hired employee or an employee entering a job classification will be established the first day the employee enters the new job and the total number of overtime hours will show a beginning total that is equal to the highest total amount of the employees in that job classification.

11.5.b. Call-ins or overtime for specific purpose will be offered to the employees who are working on such work or who are normally assigned to such work. If no answer, then the next employee entitled to be called shall be called. If an employee or someone answering the phone states that they will need time to determine whether the employee will come to work, not more than ten (10) minutes will be allowed for this purpose in order to be fair to the employee entitled to be called next. However, in cases of emergency each employee reached by telephone is expected to report for work promptly, unless excused for just cause.

11.5.c. Overtime shall be on a voluntary basis except for emergency, but it is understood that the youngest in departmental seniority qualified employee must work the overtime. Employees will be required to work overtime scheduled for their entire job classification and department unless excused for good cause by the Employer.

11.5.d. Overtime in Parks and Recreation Departments will be offered to regular bargaining unit employees first, then to seasonal/manpower employees who will work the overtime.

11.5.e. For the purpose of snow removal, the employees of the Streets Department will be offered such overtime first. However, it is understood, that employees from other departments that operate equipment, other than Streets Department, will be allowed to complete their assigned snow route task.

11.6. Payday shall be bi-weekly and shall be on Friday. Not over two weeks pay shall be held back. In the event this day is a holiday, the preceding day shall be the payday.

11.7. Any employee called to work outside of his regularly scheduled shift shall receive a minimum of three (3) hours pay at the rate of time and one-half his basic hourly rate.

11.8. An employee called in to work two (2) hours or less prior to the established starting time of his scheduled shift shall be paid at the rate of time and one-half (1½) his basic hourly rate for the time so worked.

11.9. When an employee is required to assume the duties and responsibilities for a classification (*said employee will be selected in accordance with 10A.3.a.1*) within the bargaining unit higher than that which he normally holds, for a period of two (2) hours or more, he shall be paid at the rate for the higher classification. Employees may, at their option, accept or reject an offer to assume the duties of a classification outside the bargaining unit.

11.10. *Stand-by Time* – Employees required to be on "stand-by" (*being at a place designated by the employee who has access to a telephone*) for duty calls while off duty shall be compensated as follows:

11.10.a. Ten (10) percent of their computed regular hourly rate, or at the rate described in 11.9., for each hour on "stand-by."

11.10.b. For one (1), three (3), or four (4) day holidays an additional premium of five (5) percent of their computed regular hourly rate or at the rate described in 11.9, for each hour on "stand-by." The stand-by hours will start at the end of the scheduled shift of the employee on the day prior to the holiday(s), continue through the holiday(s) until the resumption of work on the regular shift of the employee on the workday following the holiday(s), or until relieved from stand-by.

11.10.c. In addition to the stand-by rate, each employee will receive a minimum of two hours at time and one-half for each call-in. All time spent above two (2) hours will be paid at time and one-half (1½).

11.10.d. No employee will be required to be on stand-by during his approved vacation.

11.11. *Temporary or Seasonal Employees:*

11.11.a. A seasonal employee is one who is employed for a spring, summer, and a fall season (*grass cutting, planting, outdoor pool, golf course, recreation, etc.*) or an employee hired for a winter season (*indoor pool, ice skating rinks, etc.*) and not employed for a period to exceed seven (7) months. However, up to three (3) fee takers may work at each golf course until the course closes. The Employer shall report all Seasonal and Extra Board employees to the Union President. The report will list the department, employee name, employee ID#, job title, original hire date, last hire date, termination date and hourly rate. The Employer will report a complete update at the end of the pay period where there is a change (*new hire or termination*). All bargaining unit departments will be included in the report.

11.11.b. A temporary employee is one who is hired to perform work of a regular job classification for a limited period of time. Temporary employees shall be limited to a consecutive period of a maximum of four (4) months after which such employee shall be terminated and subject to City Council approval, a regular position shall be posted for bid (*per Article 10A*).

In the Solid Waste Department, a full-time position of Laborer Extra Driver (*Grade 16*) shall be posted for bid (*per Article 10A*) for each instance where an Extra Board employee accumulates 700 hours (*beginning July 1, 2005*) of work and has been employed more than four months. The Extra Board employee shall be terminated at the end of the posting period (*not to exceed 860 hours total*). The Employer shall also report to the Union President the accumulated hours worked of all Extra Board employees in the Solid Waste Department.

11.11.c. Pay for temporary employees shall be based on an hourly rate, which represents the entrance step of the position being assumed.

11.11.d. Pay for seasonal employees shall be based on hourly rates established in Pay Schedule B(1).

11.11.e. Part-time regular employee is an employee hired on a regular employment basis, but who is scheduled to work less than forty (40) hours a week.

11.11.f. Part-time regular employees shall be entitled to holiday pay if the holiday falls on a scheduled day of work. Any such employee shall forfeit his rights to payment for a holiday if absent from work the last scheduled workday preceding such holiday or on the next regular scheduled workday following such holiday, except if excused as shown in 14.3.

11.11.g. Temporary and seasonal employees are not entitled to any fringe benefits granted to regular full time and regular part- time employees.

11.12. All employees' work schedule shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift. Rest periods shall be scheduled as close to the middle of the one-half ($\frac{1}{2}$) shift as possible.

Employees who are expected to work two (2) hours or more beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period at the beginning of such shift. In addition, they shall be granted the regular rest periods that occur during the shift should they work the entire shift.

11.13.a. All employees shall be allowed thirty (30) minutes *(unless the Collective Bargaining Representative and Union President mutually agree to a different time period)* for a lunch period during each work shift. The lunch period shall be scheduled as close to the middle of the shift as possible. An employee required by his supervisor to remain in a given area during his lunch period to be available for work or to perform work during his lunch period will have a paid lunch period.

11.13.b. An employee required to work overtime, which is expected to go one (1) hour or more beyond a regular meal period, will be granted a lunch break without loss of pay.

11.14. The employees shall be granted necessary personal clean-up time prior to the end of each work shift.

11.15.a. Any employee who is scheduled to report for work four (4) hours or more and who presented himself for work as scheduled shall be assigned to at least four (4) hours work unless notified by radio announcement at least one (1) hour prior to the employee's starting time.

11.15.b. If work is not available, the employee shall be excused from duty and paid, at his regular rate, for four (4) hours work at the appropriate rate – straight time or overtime – whichever is applicable. At no time can this article be used to avoid a lay-off.

11.16. It is not the intent of management to have supervisors scheduled for overtime for the purpose of displacing bargaining unit personnel.

Article 12 – Major Change in Job Content or Establishment of a New Job

12.1 In the event of a major change in job content or the installation of a new job, the Employer shall establish a new rate in accordance with the present practice. The Employer will inform the Union President in writing prior to the effective date regarding the above changes. Either party if not satisfied with the rate may file a grievance in accordance with the grievance procedure.

12.2. Such grievance must be filed between the 30th and 40th day of operation of the job and if the rate of the job is increased by the Employer, such rate shall apply as of the first day the new job or revised job began.

12.3. If a grievance is filed later than the 40th day of operation of the job, and the rate is changed, such new rate will apply as of the date the grievance is filed.

Article 13A – Reserved

Article 13B – Safety and Health Regulations

13B.1. The parties agree that employees and management personnel should be aware of safety and health regulations and that both parties have a mutual interest in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following: (1) Use of mechanical safeguards; (2) Adherence to known safety work practices; (3) Proper use of personal protective safety devices and wearing apparel; and (4) Adherence to the provisions applicable under the Occupational Safety and Health Act.

13B.2. The Employer and Union shall establish a health and safety committee composed of up to six (6) members appointed by the Union and up to six (6) members of Management. Such committee shall meet at the request of either party but no more often than monthly for the purpose of reviewing and submitting recommendations concerning health and safety practices and to discuss reasonable changes in health and safety rules and/or regulations prior to their effective date. Time spent by the Union's committee members in meetings during normal working hours will be paid.

Article 14 – Holidays

14.1. The 13 legal holidays to be observed by employees covered by this contract shall be the following:

<u>Holidays Observed</u>	<u>Date Observed</u>
Fourth of July	07/04/06
Labor Day	09/04/06
Veterans' Day (Traditional)	11/10/06 11/11/06**
Thanksgiving Day	11/23/06
Day After Thanksgiving	11/24/06
Christmas Eve	12/25/06 12/24/06**

<u>Holidays Observed</u>	<u>Date Observed</u>
Christmas Day	12/26/06 12/25/06**
New Years' Day	01/01/07
President's Day	02/19/07
Good Friday*	04/06/07
Memorial Day	05/28/07
Personal Days (2)	

* In lieu of Good Friday, continuous operations and 7-day operation employees shall observe Easter Sunday and will not observe good Friday.

** For continuous and 7-day operators only.

14.2. When a holiday falls on Sunday, the following day shall be the holiday. When a holiday falls on Saturday, the previous day shall be the holiday. Employees on continuous operations shall celebrate on the actual holiday.

14.3. Employees covered by this Agreement shall be paid eight (8) hours pay at the basic hourly rate as holiday pay for the foregoing holidays. An employee shall forfeit his right to payment for a holiday if absent from work, unless such absence is authorized, on the scheduled day preceding such holiday or on the next scheduled working day following such holiday or the holiday itself for continuous operations and departments that regularly operate more than 5 days per week.

14.4. When an employee is scheduled to work or called in to work on a holiday, he shall be paid time and one-half (1½) for hours worked on the holiday in addition to holiday pay.

Employees may elect to receive compensatory time in accordance with 11.3.b. in lieu of pay for hours worked on a holiday except for departments that regularly operate more than five days per week. For departments or departmental units that regularly operate more than five days per week, employees who are called in to work or are scheduled to work on a holiday that would otherwise be their regularly scheduled day off will have the option to elect compensatory time off in lieu of pay in accordance with 11.3.b. However, an employee whose regularly scheduled day happens to be a holiday will not be eligible to elect comp time.

14.5. Employees who are serving their probationary period are entitled to holiday pay for holidays falling within such probationary period.

14.6. Personal Day holiday(s) off shall be arranged in advance between employee and his immediate supervisor.

Article 15 – Vacations

15.1.a. All regular full-time employees shall be entitled to vacations as follows: *(New employees are not entitled to vacation until they have completed one (1) year of service) (anniversary date).*

<u>Completed Years of Service</u>	<u>Hours</u>	<u>Weeks</u>
After one (1) year of service	40 hours	One (1) week

After two (2) years of service	80 hours	Two (2) weeks
After seven (7) years of service	120 hours	Three (3) weeks
After twelve (12) years of service	160 hours	Four (4) weeks
After seventeen (17) years of service	200 hours	Five (5) weeks

15.1.b. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

15.2. Regular employees who work a part-time schedule shall be entitled to vacation time with pay at their established rate prorated by the average number of hours they worked per week the previous calendar year.

15.3. Temporary, seasonal or "extra" employees are not entitled to receive a vacation.

15.4 Employees who have been on military leave of absence shall be given year of service credit for vacation purposes for the full calendar year in which they return to active employment.

15.5. If an employee has been employed for a period of more than 12 months, payment for vacation days earned and unused will be paid upon retirement, resignation, or dismissal. Also, such vacation pay will be prorated from the date of his last anniversary date to date of termination or retirement date. In the event of the death of an employee, such payment will be made to the spouse or the estate of the employee.

15.6. Vacation hours are calculated and posted for all employees the first of every year and reflect the hours of vacation earned the previous year. For those employees who will complete two, seven, twelve or seventeen years of service in the calendar year, the vacation posted will show the extra week of vacation for those employees. In order for vacation to be taken during the calendar year in which posted, the extra week of vacation may be taken before the employee's anniversary date. If any employee takes this vacation and terminates before his anniversary date, his final paycheck will have the amount of unearned vacation taken deducted.

15.7.a. The schedule for vacation dates for any calendar year will be from January 1 through December 31. In some departments seasonal workload may require limited vacations to be permitted during such seasonal period. Department Directors of these departments shall post a notice on the bulletin board delineating the periods when vacations will be limited.

15.7.b. Should an employee be unable to take his vacation during a calendar year because of conditions beyond his individual control, such employee shall have the right to request to his Department Director that he be permitted to carry his vacation over into the next calendar year. No vacation carryover shall be permitted except receiving prior council approval. It is understood that if a particular department has a heavy vacation schedule such individual be required to take such carry-over vacation prior to March 1st of the following year. However, in the event an employee desires to carry over one (1) week vacation into the next calendar year, such request may be made through the employee's Department Director and if granted shall be on a use or lose basis through December 31 of the year of the carry-over.

15.8. Departmental Seniority may be used to select vacation dates within specific job classifications in each department. Selection of a split vacation will be allowed. An employee, upon receiving prior approval, may take his vacation one day at a time providing he takes one full week of his vacation away from his job. Employees who earn only one week of vacation may take their vacation in less than a one-week block. Less than one day to be charged to vacation may be approved by a supervisor for good cause. However, employees splitting their vacation dates shall be allowed to use their departmental seniority for the selection of vacation dates for the first segment of their vacation, but will be allowed to schedule their second segment of vacation on open dates only after others with lesser departmental seniority have scheduled their vacation or first segment of vacation. However, after April 1 of any calendar year, any employee who has not selected his vacation time can only take vacation at a time available that has not been selected by others, including those who have selected the second segment of a split vacation. Except for emergency situations, every effort shall be made to allow employees to take their vacations on the dates selected. Upon management receiving the request for vacation, every effort shall also be made to properly and timely inform the employee of approval or denial.

15.9. Final decision as to the number of employees on vacation at any time for any shift or any classification is subject to the approval of the Department Director.

15.10. Vacations may start at any time during the week.

15.11. Any employee transferred from one City department to another City department shall have his vacation credits transferred to the new department without loss to the employee.

15.12. Employees on leave of absence without pay in excess of thirty calendar days shall not earn vacation credits for such period of absence, except for military leave pursuant to Article 15.4.

15.13. The official vacation record shall be maintained at the Human Resources Office.

15.14. If a holiday occurs during an employee's vacation, the employee with approval of his Department Director may extend his vacation by one day on either end of said vacation period. If such extension is not approved, the employee shall not be charged with a vacation day on the day the holiday occurs.

Article 16 – Health and Welfare

The Employer shall continue in effect the present coverage of insurance programs currently available to employees; however, this statement, nor any other contract language is not to be construed as limiting the Employer's sole authority to change insurance carriers, if equivalent or better coverage can be obtained. However, the Union shall be given a sixty (60) calendar-day notice and pertinent information concerning any contemplated change in carriers. The Employer will meet and discuss these changes upon request. Meetings on these topics will be held within five (5) working days of the request for such meetings or another time mutually agreeable by the parties.

16.1 The Employer shall provide for all employees and their dependents group hospitalization, diagnostic, x-ray, laboratory, and major medical insurance equivalent to that set out in the master policy. All employees will be covered by Iowa 500-Alliance Select or equivalent or better coverage. Employees electing single coverage shall contribute twenty (\$20) and family coverage forty (\$40) toward the cost of the applicable monthly premium. The employer will apply IRS 125 to the employee's contribution. The employees are eligible to sign up for the other tax breaks allowed under the IRS 125 law.

Effective 01-01-07

The member deductible for single plan coverage is one hundred dollars (\$100) and the maximum out-of-pocket expenses are five hundred dollars (\$500). The member deductible for family plan coverage is three hundred dollars (\$300) and the maximum out-of-pocket expense is one thousand dollars (\$1,000). Prescription drugs have a separate deductible and maximum out-of-pocket, and are not included above.

Effective 01-01-07

The City will furnish to all members a three (3) tiers prescription drug card with zero (\$0.00) deductible and five hundred dollars (\$500) out-of-pocket maximum, separate from other medical expenses. The City shall pay the higher co-insurance percentage and the member shall pay the lower co-insurance percentage. Tier 1 (Generic) with 90/10% Co-insurance; Tier 2 (Formulary Brand) with 75/25% Co-insurance, or Tier 3 (Non-formulary Brand) with 60/40% Co-insurance. Lifestyle specialty drugs will not be covered.

Effective 01-01-07

The City will offer a Health Risk Assessment process. Any employee who completes a Health Risk Assessment will receive one month of health insurance coverage at no premium cost. Information gained in the Health Risk Assessment process will not be shared with City of Cedar Rapids management except in aggregate form. The Health Risk Assessment process is optional.

During the first five (5) months of employment with the City, the Employer will pay one-half (½) of the premium.

The Employer will continue to pay the insurance premium for three months for an employee on an unpaid medical disability leave after all paid leave is exhausted.

16.2 The Employer shall provide for all employees Group Life Insurance with Accidental Death and Dismemberment in the amount of \$10,000.00 on each eligible employee until the employee reaches age 65, at which time the face value of the insurance reduces to \$6,500.00. At age 70, the face value of the insurance reduces to \$5,000.00 and the Accidental Death and Dismemberment portion is dropped. Employees will be offered the opportunity to purchase up to \$50,000.00 in additional insurance subject to availability and certain limitations.

16.3. The Employer agrees to offer and pay the monthly premium for the employee's portion of dental insurance covering check-ups and teeth cleaning, cavity repair and tooth extractions, and high cost fillings, root canals, gums and bone diseases (non-surgical) subject to certain deductibles and reimbursement percentages. The employee may elect to pay the cost of dependent coverage for the above coverages at his or her own expense. That coverage will also

include coverage, again subject to certain deductibles and reimbursement percentages, for teeth straightening and dependents as defined by the carrier.

16.4. The Employer shall provide Group Disability Insurance for all employees, which will provide disability payments of 66 2/3% of gross pay after the expirations of a 90-calendar day waiting period. Employees may elect to continue to receive their sick pay instead of disability payments, if they have more than 90 calendar days accrued. The plan shall provide for partial benefits.

16.5. Upon request of the employee, the Employer will furnish each employee (*at no cost to the employee*) a complete brochure explaining the Health Care Plan and a complete up-to-date list of the Select Health Care Providers. The employer shall furnish the union president (*at no cost to the Union*) copies on request. New employees shall receive the brochure and list.

Article 17 – Reserved

Article 18 – Longevity Pay

18.1. Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level, nature, and difficulty of work of positions and not to the service circumstances of employees.

18.2. Longevity rates shall be applied as follows:

After five (5) years of continuous service.....	\$20 per month
After ten (10) years of continuous service.....	\$40 per month
After fifteen (15) years of continuous service	\$60 per month
After twenty (20) years of continuous service.....	\$80 per month
After twenty-five (25) years of continuous service	\$100 per month

18.3. Payment of longevity shall be made twice yearly, one-half with the second pay period in June and one-half with the second pay period in December.

Article 19 – Jury Duty

19.1. The Employer shall pay all employees serving on any jury, or for court appearances on behalf of the Employer, the difference in salary between jury pay and his regular salary while in such service. If employee is discharged from the jury or as a witness before the workday ends, he must report to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. However, allowances for subsistence and travel will not be considered as part of jury pay. Employees who work the first and third shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

Article 20 – Leave of Absence

Leaves of absence will follow the general personnel policies and provisions of the Employer which cover special leaves, sick leaves, job injury sick leave, maternity leaves, funeral and military leaves, etc., as follows:

20.1. Sick Leave

20.1.a. Each full-time employee of the Employer shall be entitled to sick leave of one (1) workday with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to proportioned sick leave for the time actually worked at the same rate as that granted full-time employees.

20.1.b. Accrual of sick leave is unlimited.

20.1.c. An employee eligible for sick leave with pay may use such sick leave upon approval from his Department Director for absence due to any condition rendering the employee medically unable to perform job duties. An employee requesting sick leave shall inform his immediate supervisor of the fact and the reason therefore prior to the start of the regular shift. Failure to do so shall require a doctor's certificate, and failure to do so may be cause for denial of pay for the period of absence. If the Department Director has reason to suspect an employee is abusing sick leave, he may require in writing, that the employee provide a doctor's certificate for all periods of absence for which sick leave is requested. Such written notification shall remain in effect for six months from the date of the written notification. For a leave period beyond five (5) workdays, a doctor's release will be required and the Department Director may require the employee to report to the Employer's Industrial Health Nurse.

20.1.d. A Department Director may grant a leave chargeable to sick pay for absence of the employee due to illness of employee's spouse or children if it is necessary that the employee be off from work. Denial of such sick leave is not subject to the grievance procedure herein, unless such denial is without proper cause.

20.1.e. Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from verified injuries in the course of their employment, or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed.

20.1.f. Any employee on leave of absence without pay or on layoff in excess of thirty (30) days shall not earn sick leave.

20.1.g. Absences for part of a day, that are chargeable to sick leave, shall be charged in an amount not smaller than one-half ($\frac{1}{2}$) hour.

20.1.h. Sick leave shall be uniformly credited on a semi-monthly basis for all employees at the rate of ($\frac{1}{2}$) day per semi-monthly period and shall be made available to employees as indicated on their paycheck stub.

20.1.i. The official sick leave record shall be maintained at the Human Resources Office.

20.1.j. Any regular employee transferred from one department to another shall have his sick leave credits transferred to the new department without loss to the employee.

20.1.k. Sick leave will not be charged for the day of a holiday occurring during a paid sick leave.

20.1.l. Employees may donate earned vacation to a fellow employee on a medical leave of absence who has exhausted all paid leave.

20.1.m. Employees absent for medical reasons shall automatically retain all seniority rights for two (2) years following their last day on paid status.

20.2. *Job Injury Sick Leave*

20.2.a. All accidents must be reported to the employee's supervisor and the City's Occupational Health Nurse as required by the Employee Safety Handbook. Upon the employee so reporting, the employee will be paid for the balance of the shift on the date this injury occurred providing the injury incapacitates him from doing his regular work.

20.2.b. The first three (3) consecutive calendar days that an employee injured on the job in the employment of the City of Cedar Rapids is off work shall be on the basis of regular sick leave available from the employee's sick leave balance.

20.2.c. After said three (3) day-period, the employee shall be entitled to further sick leave without the same being deducted from his regular sick leave for such time that the employee is physically unable to work if it is determined that the employee was hurt on the job.

20.2.d. The employee shall assign to the City of Cedar Rapids all weekly workers' compensation benefits, which he received or to which he is entitled for the period he is off work covered by sick leave. Any employee who fails to assign said benefits or knowingly accepts or receives said benefits or fails to promptly reimburse the City of any such benefits inadvertently or unintentionally received, shall reimburse the City for all sick leave received in an amount representing his regular pay for said period.

20.2.e. An employee on workers' compensation leave will be considered for all benefit purposes as if he were fully employed.

20.3. *Maternity Leave* – The Employer and the Union intend to comply with all provisions under EEOC Guidelines regarding pregnancy and maternity leave. The following is the policy that shall be followed:

20.3.a. Pregnancy and related medical conditions shall be considered temporary physical disabilities and paid sick leave may be used for absences due to these causes on the same basis as any other temporary physical disability. A doctor's certificate indicating the anticipated dates of

physical disability will be required as soon as the employee has knowledge thereof, in addition to doctor's certificate which indicated the actual dates of disability.

20.3.b. The employee may use accrued vacation after exhausting that balance of sick leave with pay. Following the expiration of her accrued vacation, sick leave, and other paid leaves the employee may request leave without pay per Article 20.7.

20.3.c. The employee is expected to return to work as soon as she is physically able to resume job duties. Upon returning to work she must present a doctor's release indicating that she is physically able to return to work.

20.4. *Funeral Leave*

20.4.a. In the event of death of a member of the employee's immediate family, (*wife, husband, children*) or death of his mother, father, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather, grandchildren, stepfather, and stepmother, stepsister, stepbrother, and stepchildren, aunt and uncle, the employee shall be granted three (3) consecutive calendar days of absence with pay if otherwise scheduled to work (*the employee must attend the funeral in order to be entitled to pay under this section*).

20.4.b. A regular employee may be allowed necessary time off with pay to attend the funeral of a fellow worker on the payroll employed in the same department provided, however, such permission is granted by the supervisor or Department Director.

20.5. *Voting* – Employees who do not have three (3) consecutive hours off outside of their working hours and during the time the polls are open from 7 a.m. to 9 p.m. are entitled to enough time off with pay so they will have three (3) consecutive hours of time off while the polls are open. However, in such cases, the employees are required to make written application to their Department Director prior to the date of election who, in turn, will determine when time off may be granted.

20.6. *Military Leave*

20.6.a. All regular employees who are members of the National Guard, organized reserves or any component part of the military, naval, or air force or nurses corps of the State of Iowa or of the United States, or who are or may be otherwise inducted into the military service of Iowa or of the United States, shall when ordered by proper authority to active state or federal service, be entitled to leave of absence for the period of such active state or federal service, without loss of status or seniority, and without loss of pay during the first thirty (30) days of such leave of absence. Such employee will accumulate seniority during such period of service, provided such employee reports for work within ninety (90) days after being given a certificate of discharge, other than dishonorable, and upon his return shall be given all rights and privileges accorded them under the USERRA (Federal Law), State Law, and City Policy. If an employee on such leave voluntarily re-enlists, such action will void the protection of this article unless it is in conflict with state or federal law.

20.6.b. As required in the USERRA, such employee shall be returned to a job of equal seniority, status, and pay. However, sick leave will not accumulate during such absence of employee; but sick leave credits previously recorded will be maintained.

20.7. *Special Leave Requiring Department Director Approval, except as shown in Article 6.*

20.7.a. A Department Director may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed a total of ten (10) working days in any calendar year; or five (5) working days in any one instance.

20.7.b. Any leave of absence of six (6) days or more will require authorization of the City Council.

20.7.c. The City Council may authorize special leaves of absence for any period or periods.

20.7.d. Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing. A request for a short leave of five (5) days or less shall be answered promptly. A request for a leave of absence of six (6) days or more shall be answered within ten (10) days.

20.7.e. An employee who is on a continuous leave of absence of thirty (30) days or less shall continue to accrue seniority and shall be returned to the position he held at the time the leave of absence was requested. An employee who is on a continuous leave of absence in excess of thirty (30) days, who has been granted a special leave without pay at the employee's request, will have his city and department seniority dates, and longevity date adjusted to reflect the time lost during such period of absence and vacation prorated to reflect the time lost.

20.7.f. An employee elected to any municipal, state, county or federal office shall, upon written request, be granted a leave of absence without pay to serve in that office. Requests for leave of absence without pay by an employee appointed to any political or legislative office may be granted. Employees granted leave under this section will retain city and departmental seniority if they return to work within twenty-four (24) months of the effective date of that leave.

20.7.g. An employee who requests a leave of absence, without pay, because he is going on the payroll of the Union either in an elected or appointed capacity, shall continue to accrue departmental seniority only. It being understood leaves of this nature shall not exceed 12 months.

20.8. Failure of an employee to comply with the provisions required prior to a leave may result in discipline. However, inability to work because of proven sickness or injury shall not result in any loss of seniority rights. During the period of absence on any leave, the employee shall not engage in gainful employment as this may result in his being dropped from the payroll. An exception shall be where full information is given to the Employer in advance if the employee is to be on an approved leave of absence in accordance with Article 6 of this Agreement.

Article 21 – In-service Training

21.1. All in-service training or schooling required by the Employer and occurring during the employee's normal working hours will be at the expense of the Employer.

21.2. All training or schooling outside of regular hours, which the employee is required by the Employer in writing to attend, shall have time spent in class, tuition, and travel expense including lodging and meals paid for.

21.3. An employee permitted to attend a seminar, school, or conference for the mutual benefit of the employee and employer, will not suffer any loss in pay for the time necessary for such attendance. There will be no additional pay such as overtime or other pay granted to him during such time but will be reimbursed for cost of transportation, housing, and meals, as limited by the City, while he is away from Cedar Rapids. Any expense for items required by the school will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement. The intent of this paragraph is that employees attending a seminar, school or conferences as stated herein, are to be paid their normal pay for the pay week during such attendance.

Article 22 – Performance Evaluations

Where employees are evaluated, the evaluation shall be conducted in a fair and impartial manner.

Article 23 – Reserved

Article 24 – Reserved

Article 25 – Wages

25.1 An employee covered by this agreement shall be paid at the rate shown for their present grade and step as shown on Pay Schedule B or Pay Schedule B(1) attached hereto.

25.2 All employees shall move to the next step of their classification after 12 months where they will top-out after 36 months. All new hired employees shall initially be placed in the entry rate of pay for his classification.

Employees completing two (2) years in Column A positions, and meeting testing qualifications, will move to position in Column B.

A

Solid Waste/Recycling Driver Collector I (20)
Streets Mechanic I (26)
Water Auto Equipment Mechanic I (26)
Water Plant Maintenance Repair Worker I (22)
WPC Electrician I (28)
WPC Instrument Technician (28)
WPC Maintenance Repair Worker I (22)
WPC Maintenance Repair Worker II (26)

B

Solid Waste/Recycling Driver Collector II (22)
Streets Mechanic II (30)
Water Auto Equipment Mechanic II (30)
Water Plant Maintenance Repair Worker II (26)
WPC Electrician II (30)
WPC Electronic Technician (30)
WPC Maintenance Repair Worker II (26)
WPC Equipment Mechanic (28)

Article 26 – Reserved**Article 27 – Complete Agreement**

27.1 The Union and the Employer acknowledge that, during the negotiations which resulted in the Agreement, each party had an unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of negotiations. That the understanding and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and Union, for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

27.2 This article is not intended to prohibit a discussion between the Employer and Union in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

Article 28 – Separability and Savings Clause

28.1 It is the sense and intention of the parties hereto that all of the provisions of this Agreement shall comply with all applicable statutes or authority, or restriction on authority, granted the Employer and any ordinances, rules, and regulations made in compliance with such statutes.

28.2 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a modification or substitute for the invalidated article, section, or portion thereof, to comply with such decision.

Article 29 – Effective Date

29.1 This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2007.

**AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL #620**

CITY OF CEDAR RAPIDS

Wayne Chymen
FOR THE UNION

Kay Halloran
MAYOR

Dennis Duda

Attest:

Ann Ollinger
ANN OLLINGER, CITY CLERK

Thomas Thayer

Dated: 6-12-06

Dated: 6-16-06

Addendum I – Openings for Solid Waste Driver-Collectors

This Addendum has as its purpose the recording of the understanding between the Employer and the Union concerning certain bargaining unit employees in the Solid Waste and Recycling Department. It is understood:

Openings for Drivers-Collectors will be posted for bid within the AFSCME bargaining unit. If not filled by bid, persons on the extra board will have the next opportunity.

Wayne Chymek
Union

Connie Huber
City of Cedar Rapids

6-9-06
Date

6/15/06
Date

Addendum II – Letter of Understanding – Water Plant Operators Bidding

*Effective July 1, 1994
between
City of Cedar Rapids
and
AFSCME Local #620*

Water Department Plant Operators who have bid into, or have been hired to work the relief shift, will normally work 8:00 a.m. – 4:00 p.m. The Employer may change their schedule with seventy-two (72) hours notice, which will also apply to requests for time off.

Wayne Clymer
Union

Cori Heber
City of Cedar Rapids

6-9-06
Date

6/15/06
Date

Addendum III – Letter of Understanding – Parks & Recreation “Winter Hours”

*Letter of Understanding
between
City of Cedar Rapids
and
AFSCME Local #620*

Parks & Recreation “Winter Hours”

The purpose of this Agreement is to provide for “winter hours” notification of seventy-two (72) hours in the Parks & Recreation Department for employees who perform the work at the ice rinks, etc. The new schedule will be posted, with a copy to the Union President, and the employees involved. The names of the affected employees will be included, as well as their job classifications, beginning and ending of their shifts and days off. The employees and the Union President will be given seventy-two hours notice when the ‘winter hours’ are no longer needed.

Wayne Chymel
Union

10-9-06
Date

Connie Huber
City of Cedar Rapids

6/15/06
Date

Letter of Agreement – Parks Department Scheduling

*Letter of Agreement
between
City of Cedar Rapids
and
AFSCME Local #620*

The following jobs in the Parks Department will periodically work other than a Monday through Friday schedule. The affected positions and times are:

2 positions	P&G Operator I	April 15 – October 30
1 position	P&G Maintenance Worker I or II	April 15 – October 30
1 position	Horticulture Assistant	April 15 – July 15

Wayne Clymer
Union

6-9-06
Date

Connie Huber
City of Cedar Rapids

6/15/06
Date

Letter of Agreement – Recreation Department Scheduling

*Letter of Agreement
between
City of Cedar Rapids
and
AFSCME Local #620*

The following jobs in the Recreation Department will periodically work other than a Monday through Friday schedule. The affected positions and times are:

1 position	Recreation Maintenance Repair Worker I or II	May 25 – Labor Day
1 position	Building Maintenance Worker I or II	Year around on a round robin at Ambroz Recreation Center

Wayne Clymer
Union

6-9-06
Date

Connie Thibaut
City of Cedar Rapids

6/15/06
Date

Water Plant Operators

Employees with Iowa Grade I Certification	Pay Grade 25
Employees with Iowa Grade II Certification A minimum of six (6) months on staff Pass an internal proficiency test	Pay Grade 27
Employees with Iowa Grade III Certification A minimum of six (6) months on staff Pass an internal proficiency test (Test more difficult than Pay Grade 27)	Pay Grade 29
<i>New Hires (Effective February 1, 1995)</i> Minimum requirements: Iowa Grade I and pass Grade II within twelve (12) months	Pay Grade 25
Employees with Iowa Grade II/III and a minimum of six (6) months on staff Pass internal efficiency test	Pay Grade 27
Employees with Iowa Grade III and a minimum of six (6) months on staff Pass an internal proficiency test (Test more difficult than Pay Grade 27)	Pay Grade 29

When there are two operators of the same pay grade assigned overtime on the same shift, the operator with the greatest department seniority shall have the choice of working the front operator's duty station or the back operator's duty station. An operator working straight time on his own shift shall not be displaced by another operator working overtime. Duty posts will not be changed after the start of a shift except when a condition may arise such as an employee's illness, medical emergency, etc.

Operators with Iowa Grade I as of February 1, 1995, will be encouraged, but not required, to obtain a Grade II certification.

<u>Wayne Chymen</u> Union	<u>Connie Huber</u> City of Cedar Rapids
<u>6-9-06</u> Date	<u>6/15/06</u> Date

Document originally signed on February 8, 1995.

Letter of Agreement – 15 Minute Rest Period Streets Department

The purpose of this agreement is to amend Article 11.12. as it pertains to the fifteen (15) minute rest periods for those employees working the first shift (*day shift*) in all departmental units of the Streets Department except the Shop.

Both parties agree that employees mentioned above shall be provided a thirty (30) minute rest period during the first half shift of their scheduled workday.

And in lieu there of, the employees mentioned above shall not be provided a rest period during the second half shift of their scheduled workday.

The employee's lunch period and cleanup time remains as per the contract. This Agreement will be effective May 22, 2000.

All other provisions of the Labor Agreement shall remain in effect.

Wayne Clymer
Union

6-9-06
Date

Connie Huber
City of Cedar Rapids

6/15/06
Date

Letter of Agreement – Work Hours Sewer & Traffic Engineering

*Letter of Agreement
between
City of Cedar Rapids
and
AFSCME Local #620*

Effective Saturday, April 19, 2003, Sewer Maintenance Employees and Traffic Engineering Employees covered under the AFSCME Collective Bargaining Agreement, whose regular work hours are Monday-Friday (7:00 a.m.-3:30 p.m.), shall have their hours changed to 6:55 a.m.-3:25 p.m. Currently, Sewer Maintenance Employees and Traffic Engineering Employees have their clock offset by 5 minutes so that even though the clock says 7:00 a.m./3:30 p.m., it is really 6:55 a.m./3:25 p.m.

Wayne Chymer
Union

Connie Huber
City of Cedar Rapids

6-9-06
Date

4/15/06
Date

Letter of Understanding – Bidding on Jobs When Position is Eliminated

Effective between the

City of Cedar Rapids

and

AFSCME Local #620

BIDDING ON JOBS WHEN A POSITION IS SLATED TO BE ELIMINATED

The purpose of this agreement is to clarify and reduce to writing the practice as it pertains to Employees, who successfully bid on another position in the bargaining unit due to the fact that his/her former position is being eliminated.

An Employee who successfully bids into another position in another department within the bargaining unit, due to the fact that his/her position is being eliminated, shall maintain his/her original departmental seniority for the purposes of bidding back into his/her original department.

This is not a new agreement but clarification of the current practice.

<u>Wayne Clymer</u> Union	<u>Connie Huber</u> City of Cedar Rapids
<u>6-9-06</u> Date	<u>6/15/06</u> Date

Letter of Understanding – Vacancies and Postings During Lay-Off

Effective between the

City of Cedar Rapids

and

AFSCME Local #620

VACANCIES AND POSTINGS DURING LAY-OFF

The purpose of this agreement is to clarify and reduce to writing the practice as it pertains to Least Senior Positions, Vacancies, and Posting of Vacancies during lay-offs.

Since a vacancy has no Unit Wide "City Seniority", it is not the least senior position for bumping. The least senior position must be occupied before bumping into that position can take place.

A vacancy to be filled must be posted in accordance with the contract, unless otherwise mutually agreed to. Laid-off employees and those employees whose positions are slated to be eliminated, who want the position, must bid the vacancy along with all other eligible employees.

This is not a new agreement but clarification of the current practice.

Wayne Chymers
Union

6-9-06
Date

Connie Huber
City of Cedar Rapids

6/15/06
Date

Letter of Understanding – Temporary & Seasonal Employees Holiday Pay

Effective Between the

City of Cedar Rapids

And

AFSCME Local #620

TEMPORARY AND SEASONAL EMPLOYEES – HOLIDAY PAY

The purpose of this agreement is to clarify and reduce to writing the intent of Article 11.11(f) and 11.11(g) as it pertains to Holiday Pay for Temporary and Seasonal Employees.

Temporary and Seasonal Employees, who work an observed holiday, shall be paid at time and one half their basic hourly rate for all hours worked on said holiday. However, these employees will not receive holiday pay for that holiday.

Furthermore, it is the intent of this language that if a Temporary or Seasonal Employee does not work on an observed holiday, they will not receive holiday pay for that holiday.

Wayne Chymers
Union

6-9-06
Date

Connie Huber
City of Cedar Rapids

6/15/06
Date

Letter of Agreement – Housing Inspectors Schedule

*Letter of Agreement
between
City of Cedar Rapids
and
AFSCME Local # 620*

The purpose of this agreement is to temporarily amend Article 11 as it pertains to the workweek and workday of the Housing Inspectors working in the Housing Division of the Community Development Department. This agreement is effective July 1, 2006 to June 30, 2007.

Both parties agree to allow the Housing Inspectors to schedule their workday and workweek, subject to the following:

The actual schedule of hours worked would be made by the employee, subject to pre-approval by the appropriate supervisor. Office hours of 8:00 a.m. to 5:00 p.m. must be covered Monday through Friday.

Their regular workweek will be forty hours, between 6:00 A.M. Monday and 7:00 P.M. Friday.

Their regular workday will be no more than ten hours, (with a minimum ½ hour unpaid lunch). The start and finish of the workday must be on either the hour or half hour, e.g. 7:00 or 7:30.

Schedules are to be submitted to the supervisor by Thursday noon for the following week.

Changes to a previously approved schedule may be made during the actual workweek subject to approval from the supervisor.

Employees that do not submit changes in the schedule will work the current schedule of 8:00 a.m. to 5:00 p.m. with a one hour lunch period.

All other provision of the Contract remains in affect.

This agreement will terminate after June 30, 2007 unless both parties agree to an extension.

Conni Huber 6/15/06
Conni Huber Date
Acting Human Resources Director
City of Cedar Rapids

Wayne Clymer 6-12-06
Wayne Clymer Date
President
AFSCME Local 620

Jane Tompkins 6-15-06
Jane Tompkins Date
Director
Community Development Department
City of Cedar Rapids

Letter of Agreement – Zoning Inspectors Schedule

*Letter of Agreement
between
City of Cedar Rapids
and
AFSCME Local # 620*

The purpose of this agreement is to temporarily amend Article 11 as it pertains to the workweek and workday of the Zoning Inspectors working in the Zoning Division of the Community Development Department. This agreement is effective July 1, 2006 to June 30, 2007.

Both parties agree to allow the Zoning Inspectors to schedule their workday and workweek, subject to the following:

The actual schedule of hours worked would be made by the employee, subject to pre-approval by the appropriate supervisor.

Their regular workweek will be forty hours, between 6:00 A.M. Monday and 7:00 P.M. Friday.

Their regular workday will be no more than ten hours, (with a minimum ½ hour unpaid lunch). The start and finish of the workday must be on either the hour or half hour, e.g. 7:00 or 7:30.

Schedules are to be submitted to the supervisor by Friday noon for the following week.

Changes to a previously approved schedule may be made during the actual workweek subject to approval from the supervisor.

Employees that do not submit changes in the schedule will work the current schedule of 8:00 a.m. to 5:00 p.m. with a one hour lunch period.

All other provision of the Contract remains in affect.

This agreement will terminate after June 30, 2007 unless both parties agree to an extension.

Conni Huber 6/15/06
Conni Huber Date
Acting Human Resources Director
City of Cedar Rapids

Wayne Clymer 6-9-06
Wayne Clymer Date
President
AFSCME Local 620

Jane Tompkins 6-15-06
Jane Tompkins Date
Director
Community Development Department
City of Cedar Rapids

Letter of Understanding – Funeral Leave Use

Effective between the

City of Cedar Rapids

and

AFSCME Local #620

FUNERAL LEAVE USE

The purpose of this agreement is to clarify and reduce to writing the practice as it pertains to the use of funeral leave. If the funeral of an immediate family member, as listed in Article 20.4, is during the workweek (Monday – Friday) the employee shall be granted a leave of absence with pay for three (3) consecutive calendar days, one of which must be spent in attendance at the funeral. Should the funeral fall on Saturday or Sunday the employee shall be granted a leave of absence with pay for three (3) consecutive calendar days during the normally scheduled workweek, which must start Wednesday and end Friday prior to the funeral or start Monday and end Wednesday of the week immediately after the funeral. If an employee is scheduled to work Saturday or Sunday then the three (3) consecutive calendar days, one of which must be spent in attendance of the funeral will apply.

Wayne Chymur
Union

6-9-06
Date

Connie Heber
City of Cedar Rapids

6/15/06
Date

Letter of Agreement – Shift Differential Golf Department

Effective Between the

City of Cedar Rapids

And

AFSCME Local #620

The purpose of this agreement is to amend Schedule B as it pertains to Shift Differential. Golf Course Assistants and Auto Equipment Mechanic IIs (Golf Department only) will not be eligible for Shift Differential if these employees voluntarily agree to begin work before 7:00 AM. This will only cover the period of time from the first day of May until the last day of August.

This agreement will be effective May 3, 2004.

All other provisions of the Labor Agreement shall remain in effect.

Wayne Chymers
Union

6-9-06
Date

Connie Huber
City of Cedar Rapids

6/15/06
Date

Exhibit A – Department/Class Titles and Pay Grades

Effective July 1, 2006

Department/Class Title	Pay Grade
------------------------	-----------

Animal Control

Animal Control Officer.....	18
Animal Control Maintenance Worker	14

Community Development

Building Chief Inspector.....	36
Building Inspector.....	32
Electrical Chief Inspector	36
Electrical Inspector	32
Housing Chief Inspector (Housing)	36
Housing Inspector (Housing).....	32
Mechanical Chief Inspector	36
Mechanical Inspector (Building)	32
Plans Examiner (Building).....	38
Plumbing Chief Inspector	36
Plumbing Inspector	32
Plumbing Senior Inspector.....	34
Senior Electrical Inspector (Building)	34
Zoning Chief Inspector (Building).....	36
Zoning Inspector	32

Engineering

Civil Engineering Aide	20
Civil Engineering Construction Inspector	30
Civil Engineering Senior Aide.....	24
Collection Systems Maintenance Worker II	22
Collection Systems Maintenance Worker III.....	26
Collection Systems Maintenance Worker Televisor.....	28
Collection Systems Maintenance Worker IV	30
Sewer Construction Heavy Equipment Operator.....	26
Sewer Construction Laborer/Extra Driver	*16
Sewer Maintenance Worker.....	*16

**Grade 20 when driving truck, pursuant to Article 11.9*

Five Seasons Transportation and Parking

Building Maintenance Worker II.....	18
Building Maintenance Worker III.....	24
Lead Parking Meter Technician.....	26
Lead Parking Service Worker.....	24
Parking Meter Patrol Officer.....	09
Parking Meter Technician.....	24
Parking Systems Electrical/HVAC Technician.....	30
Parking Systems Service Worker.....	20

Forestry

Auto Equipment Mechanic II.....	30
Urban Forester I.....	23
Urban Forester II.....	27

Golf

Auto Equipment Mechanic II.....	30
Golf Course Assistant.....	22

Parks

Auto Equipment Mechanic II.....	30
Horticulturist Assistant.....	22
Parks & Grounds Equipment Operator I.....	22
Parks & Grounds Equipment Operator II.....	26
Parks & Grounds Lead Equipment Operator.....	31
Parks & Grounds Maintenance Repair Worker.....	22
Zoo Supervisor.....	18

Public Works Building

Building Maintenance Worker I.....	14
Building Maintenance Worker II.....	18
Building Maintenance Worker III.....	24
Facility Maintenance Specialist.....	30

Recreation

Building Maintenance Worker I.....	14
Building Maintenance Worker II.....	18
Lead Recreation Maintenance Repair Worker.....	26
Recreation Maintenance Repair Worker I.....	16
Recreation Maintenance Repair Worker II.....	22

Solid Waste and Recycling

Auto Equipment Mechanic II.....	30
Recycling Attendant.....	16
Sld/Rec Driver/Collector I.....	20
Sld/Rec Driver/Collector II.....	22
Sld/Rec Laborer – Xdriver.....	16

Streets

Auto Equipment Body Mechanic.....	27
Auto Equipment Mechanic I.....	26
Auto Equipment Mechanic II.....	30
Auto Equipment Service Worker.....	16
Cement Finisher.....	26
Machinist – Welder.....	30
Storekeeper – Streets Department.....	24
Streets Area Driver.....	24
Streets Driver.....	20
Streets Heavy Equipment Operator.....	26
Streets Laborer – Xdriver.....	16
Streets Light/Heavy Equipment Operator.....	23
Welder – Auto Equipment Mechanic II.....	30

Traffic Engineering

Traffic Control Maintenance Worker I.....	18
Traffic Control Maintenance Worker II.....	26
Traffic Engineering Aide.....	20
Traffic Signal Technician I.....	30
Traffic Signal Technician II.....	34

Veterans Memorial

Building Maintenance Worker I.....	14
Building Maintenance Worker II.....	18
Building Maintenance Worker III.....	24

Water

Auto Equipment Mechanic II.....	30
Lead Water Plant Operator.....	31
Lead Water System Equipment Operator.....	30
Storekeeper – Water Department.....	24
Utilities Construction Inspector.....	30
Water Distribution System Maintenance Repair I.....	24
Water Distribution System Maintenance Repair Worker II.....	30
Water Lab Analyst I.....	28
Water Lab Analyst II.....	30
Water Maintenance Repair Worker I.....	22
Water Maintenance Repair Worker II.....	26

Water Meter Reader	21
Water Plant Electrician	28
Water Plant Instrument Technician	28
Water Plant Operator	25, 27, 29
Water Plant Senior Electrician	32
Water System Leak Surveyor	26
Water System Utility Worker	22
Water System Equipment Operator	26
Water Utility Service Representative I	26

Water Pollution Control

Central Lab Water Quality Analyst	30
Electronics Technician	30
Storekeeper – WPC Department	24
WPC Electrician I	28
WPC Electrician II	30
WPC Equipment Mechanic	28
WPC HVAC Specialist	30
WPC Instrument Technician	28
WPC Maintenance Repair Worker I	22
WPC Maintenance Repair Worker II	26
WPC Maintenance Worker	16
WPC Preventive Maintenance Technician	28
WPC Process Operator	30

Seasonal classifications are located in Schedule B(1)

Exhibit B – Jobs Excluded from Regular Workweek (as shown in Article 11.2.b.)

Animal Control

Animal Control Officer.....Position ID# AF062-451
Animal Control Officer.....Position ID# AF064-555
Animal Control Officer.....Position ID# AF066-943
Animal Control Officer.....Position ID# AF075-1109
Animal Control Officer.....Position ID# AF081-1221
Animal Control Officer.....Position ID# AF085-2069
Animal Control Officer.....Position ID# AF086-719
Animal Control Maintenance Worker.....Position ID# AF135-0555

Golf

Golf Course Assistant.....Position ID# AF083-1323
Golf Course Assistant.....Position ID# AF083-1151
Golf Course Assistant.....Position ID# AF083-1185
Golf Course Assistant.....Position ID# AF083-1324

Parks

Zoo Supervisor.....Position ID# AF109-428

Recreation

Building Maintenance Worker I.....Position ID# AF079-1177
Building Maintenance Worker I.....Position ID# AF079-1176
Recreation Maintenance Repair Worker II.....Position ID# AF062-362
Recreation Maintenance Repair Worker II.....Position ID# AF062-1533
Recreation Maintenance Repair Worker II.....Position ID# AF062-1150

Solid Waste and Recycling Department

Recycling Attendant.....Position ID# AF114-1056
Recycling Attendant.....Position ID# AF114-237

Transportation and Parking Department

Building Maintenance Worker II.....Position ID# AF080-1315
Building Maintenance Worker II.....Position ID# AF080-1339
Building Maintenance Worker II.....Position ID# AF080-1365
Building Maintenance Worker II.....Position ID# AF080-702
Building Maintenance Worker II.....Position ID# AF080-804
Building Maintenance Worker III.....Position ID# AF081-813
Parking Meter Patrol Officer.....Position ID# AF025-335
Parking Meter Patrol Officer.....Position ID# AF025-425
Parking Meter Patrol Officer.....Position ID# AF025-974
Lead Parking Service Worker.....Position ID# AF086-746
Parking Service Worker.....Position ID# AF086-777
Parking Service Worker.....Position ID# AF086-847

Water Department

Lead Water Plant Operator	Position ID# AF123-1658
Lead Water Plant Operator	Position ID# AF123-1659
Lead Water Plant Operator	Position ID# AF123-1660
Lead Water Plant Operator	Position ID# AF123-1661
Water Plant Operator	Position ID# AF057-339
Water Plant Operator	Position ID# AF058-26
Water Plant Operator	Position ID# AF058-33
Water Plant Operator	Position ID# AF058-300
Water Plant Operator	Position ID# AF058-420
Water Plant Operator	Position ID# AF058-1052
Water Plant Operator	Position ID# AF058-1078
Water Plant Operator	Position ID# AF058-1171
Water Plant Operator	Position ID# AF065-333
Water Plant Operator	Position ID# AF065-1091
Water Plant Operator	Position ID# AF065-1165
Water Plant Operator	Position ID# AF065-1297
Water Plant Operator	Position ID# AF065-1486
Water Plant Operator	Position ID# AF065-1534

Water Pollution Control Department

Central Lab Water Quality Analyst	Position ID# AFO19-665
Central Lab Water Quality Analyst	Position ID# AFO19-756
Central Lab Water Quality Analyst	Position ID# AFO19-680
Central Lab Water Quality Analyst	Position ID# AFO19-865
Central Lab Water Quality Analyst	Position ID# AFO19-154
Central Lab Water Quality Analyst	Position ID# AFO19-668
Process Operator	Position ID# AF124-859
Process Operator	Position ID# AF124-877
Process Operator	Position ID# AF124-68
Process Operator	Position ID# AF124-383
Process Operator	Position ID# AF124-297
Process Operator	Position ID# AF124-673
Process Operator	Position ID# AF124-1619
Process Operator	Position ID# AF124-872
Process Operator	Position ID# AF124-133
Process Operator	Position ID# AF124-670
Process Operator	Position ID# AF124-2060
Process Operator	Position ID# AF124-422
Process Operator	Position ID# AF124-671
Process Operator	Position ID# AF124-1019
Process Operator	Position ID# AF124-1616
Process Operator	Position ID# AF124-1089
Process Operator	Position ID# AF124-423

Exhibit B(1) – Part-time Jobs Excluded from Regular Workweek and Regular Workday
(as shown in Articles 11.2b and 11.2.c.)

Public Works Building

Building Maintenance Worker I	Position ID# AF079-2262
Building Maintenance Worker I	Position ID# AF079-2268
Building Maintenance Worker I	Position ID# AF079-2269

Exhibit C – Permanent Arbitrator Panel

The following arbitrators have been mutually selected by the parties to hear arbitrations on a rotating basis as described in Article 9.4. Step 3B a.

Rose Marie Baron
Ron Hoh
Michael LeRoy
Stanley Michelsetter
Hugh Perry
Rex Wiant

Schedule B – City of Cedar Rapids – AFSCME Wage Schedule

Effective for the 1st Payday in July 2006 (Wage rates listed are per hour)				
<i>Grade</i>	<i>Entry</i>	<i>Rate 2</i>	<i>Rate 3</i>	<i>Rate 4</i>
8	12.17	13.45	14.09	14.90
9	12.21	13.52	14.23	14.95
10	12.47	13.77	14.54	15.24
11	12.66	13.99	14.74	15.53
12	12.85	14.21	14.95	15.76
13	13.02	14.39	15.18	16.00
14	13.36	14.79	15.61	16.44
15	13.51	14.94	15.76	16.59
16	13.84	15.29	16.13	17.01
17	13.96	15.46	16.32	17.20
18	14.32	15.85	16.72	17.61
19	14.41	15.96	16.85	17.75
20	14.82	16.40	17.35	18.28
21	14.95	16.53	17.46	18.40
22	15.34	16.98	17.94	18.91
23	15.62	17.27	18.30	19.31
24	15.90	17.59	18.62	19.66
25	16.17	17.89	18.95	20.00
26	16.47	18.22	19.29	20.35
27	16.75	18.54	19.63	20.73
28	17.09	18.91	20.01	21.11
29	17.39	19.26	20.38	21.51
30	17.68	19.57	20.75	21.97
31	18.00	19.93	20.94	22.34
32	18.36	20.32	21.56	22.81
33	18.72	20.71	21.75	23.21
34	19.08	21.11	22.38	23.68
35	19.44	21.52	22.60	24.15
36	19.83	21.97	23.05	24.64
37	20.18	22.35	23.75	25.13
38	20.59	22.81	24.23	25.62
Wage Increase = 3.25%				
In addition to rates shown above, employees will receive \$0.15 per hour for puddling, for operating a cement saw or jackhammer, mud jack or oil crew (oil wagon driver and crack sealer wand operator).				

Shift Differential		These differentials will be given to employees whose work begins within 2 nd shift (3:00 p.m. – 11:00 p.m.) or 3 rd shift (11:00 p.m. – 7:00 a.m.)
2 nd Shift	\$0.20 per hour	
3 rd Shift	\$0.30 per hour	

Schedule B(1) – Seasonal and Solid Waste Extra Board Employees Pay Matrix

Effective 1 st Payday in July 2006								
Forestry								
Laborer	7.50							
Golf								
Laborer	7.00	7.25	7.50	7.75	8.00			
Seasonal Lead Equipment Operator	9.00	9.25	9.50	9.75	10.00			
Starter	7.00	7.25	7.50	7.75	8.00			
Parks								
Maintenance Employees	7.25							
6-Foot Outfront Mower Operator	7.50							
Crew Leader, Garbage Truck Helper	7.75							
11-Ft. & 16-Ft. Large Mower Operator	8.00							
Garbage Truck Driver	8.50							
Public Works								
Laborer	8.00	8.50	8.75	9.25				
Recreation								
Instructor I	6.80	6.90	7.00	7.20	7.30			
Instructor II	7.00	7.25	7.50	7.75	8.00			
Instructor III	7.50	7.75	8.00	8.25	8.50			
Instructor IV	9.00	9.25	9.50	9.75	10.00			
Instructor V	10.00	10.50	11.00	11.50	12.00			
Instructor VI	12.00	12.50	13.00	13.50	14.00			
Laborer	7.00	7.25	7.50	7.75	8.00			
Lifeguard	7.00	7.25	7.50	7.75	8.00			
Sports Official I*	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00
Sports Official II*	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00
Sports Official III*	26.00	27.00	28.00	29.00	30.00	31.00	32.00	33.00
<i>*These rates are per event, not by the hour</i>								
Sewer Division of Engineering								
Laborer	9.25							
Solid Waste & Recycling								
Extra Board	10.00	10.25	10.50	10.75	11.00			
Streets								
Laborer	8.25	8.75	9.00	9.25				
Traffic Engineering								
Veterans Memorial								
Laborer	7.00	7.25	7.50	7.75	8.00			
Water								
WPC								
Intern II	8.00	8.25	8.50	8.75	9.00			

Seasonal employees will receive no fringe benefits that Regular Part-time and Regular Full-time employees receive (Article 11.11.g). The only fringe benefit that Solid Waste Extra Board employees will receive is health insurance, as prior to this Agreement (they will pay an employee contribution, whatever rate is effective on July 1, 2006, plus their current percentage contribution).